

**FILED**  
NOV 13 2020  
Clerk, U.S. District Court  
District Of Montana  
Missoula

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BUTTE DIVISION

APEX ABRASIVES, INC.,

CV 14-37-BU-DWM

Plaintiff,

vs.

VERDICT

WGI HEAVY MINERALS, INC., and  
WGI HEAVY MINERALS, LLC,

Defendants.

We, the jury, enter our verdict in the above-entitled case as follows:

**Breach of Contract**

**Question 1.** Has Apex shown by a preponderance of the evidence that WGI breached the Marketing and Sales Agreement between Apex and WGI?

Yes X No \_\_\_\_\_

**Question 2.** If "yes," has WGI shown by a preponderance of the evidence that its non-performance was excused?

Yes \_\_\_\_\_ No X

**Question 3.** If you answered "no" to Question 2, what amount of damages, if any, do you award Apex for WGI's breach of the Sales and Marketing Contract?

\$ 593,450

**Implied Covenant**

**Question 4.** Has Apex shown by a preponderance of the evidence that WGI breached the implied covenant of good faith and fair dealing in connection with the Sales and Marketing Agreement?

Yes *cut* No *X*

**Question 5.** If "yes" and damages were not previously awarded in Question 3, what amount of damages, if any, do you award Apex for WGI's breach of the implied covenant?

\$ —

**Constructive Fraud**

**Question 6.** Has Apex shown by a preponderance of the evidence that WGI committed constructive fraud against Apex?

Yes        No *X*

**Question 7.** If "yes," what amount of damages, if any, do you award Apex for WGI's constructive fraud?

\$ —

**Negligent Misrepresentation**

**Question 8.** Has Apex shown by a preponderance of the evidence that WGI made a negligent misrepresentation(s) to Apex?

Yes \_\_\_\_\_ No X \_\_\_\_\_

**Question 9.** If "yes," what amount of damages, if any, do you award Apex for WGI's negligent misrepresentation(s)?

\$ \_\_\_\_\_

DATED this 13 day of November, 2020.

Foreperson signature redacted. Original document filed under seal.